

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

AMERICAN EXPRESS FINANCIAL  
ADVISORS INC.,

Plaintiff,

v.

MARY R. DeGON and  
MATTHEW M. BRUCE,

Defendants.

Civil Action No. \_\_\_\_\_

04 - 10979 RGS

**PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTIVE RELIEF**

The plaintiff American Express Financial Advisors, Inc. ("American Express") moves the Court for an Order granting preliminary injunctive relief for the plaintiff under Fed. R. Civ. P. 65. Plaintiff seeks injunctive relief in its favor holding that:

A. DeGon and Bruce are directed to immediately:

- (i) Cease representing themselves, and holding themselves out, as a franchisee of American Express;
- (ii) Cease using American Express' Proprietary Marks;
- (iii) Cease using American Express' signs and advertising materials and to immediately remove all signs or other Proprietary Marks from their place of business;
- (iv) Cease using American Express' Confidential Information, confidential methods, procedures, and techniques; and
- (v) Disconnect all telephone numbers used while affiliated with American Express, including facsimile numbers.

B. DeGon and Bruce are directed to immediately return all copies of American Express documents, including all American Express client records, financial plans, financial inventories and American Express computer software, in Defendants' possession or control.

C. DeGon and Bruce are directed to immediately cease using American Express' computer software and, under the supervision of American Express, erase, destroy, or remove such software from their computers.

D. DeGon and Bruce are directed to immediately cease accessing American Express' computer system.

E. DeGon and Bruce, their agents, servants, employees, officers, attorneys, successors, and assigns, and all persons, firms, and corporations acting in connection or participation with them or on their behalf, are enjoined from:

(i) For a period of one year, directly or indirectly, soliciting any further business from any American Express client whom Defendants served or whose name became known to Defendants while either Defendant represented American Express;

(ii) Revealing or disclosing in any manner information contained in the records or files of American Express, including the names, addresses, or any financial information of any American Express client whom Defendants served or whose name became known to Defendants while either Defendant represented American Express;

(iii) Encouraging or inducing any American Express client whom Defendants served or whose names became known to Defendants while either Defendant represented American Express who have not already transferred their accounts from American Express to terminate any agreement or relationship with American Express or to withdraw any investment or account currently with American Express for one year.

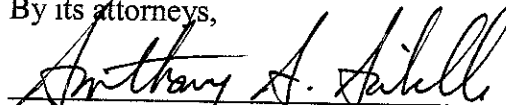
Defendants are entitled to injunctive relief in their favor on each of the foregoing issues for the reasons set forth in the accompanying Memorandum in Support of Plaintiff's Motion for Preliminary Injunctive Relief and on the basis of undisputed material facts, as supported by the accompanying affidavits of Susan Lamb and Siobhan Fitzgerald.

**LOCAL RULE 7.1 CERTIFICATE**

The undersigned counsel was unable to confer with opposing counsel on the subject of this motion as no counsel has yet to enter an appearance for the defendants.

Respectfully submitted,  
AMERICAN EXPRESS FINANCIAL  
ADVISORS, INC.

By its attorneys,



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Dated: May 14, 2004